

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

CHUN HUNG LAWRENCE HO, KWONG YUN CHEE CHAN, TING CHING CHAN, PING LEUNG LAU, SHUI HAN GRACE WONG, CHUI YAN KO, MING LEUNG FONG, CHUN KWOK WILLIAM LEE, LING SAN YEUNG, FOOK KWONG CHAI, YET YUONG CHAI, LO YEE LOUISE CHAN, SHU HAN CHRISTINE TSE, SYLVIA TAK WING TANG, YUN MAN FUNG, HOR YUNG WONG, YUEN MAN MARINA CHAN, MUN YIN GRACE NG, MING KAI NG, YUK CHING TSE, LAM SHUN YING CHAN, SHUI KEE CHAN, KAM WAH STEWART YAO, STEPHEN YAO, KA YI CHEUNG, CHUN LAN WEN, YEUN PING TAM, MEI LING MILLIE CHUN, WAI MING LEUNG, MAN LAI NG, KWOK WAI CHU, LAI KAM HELEN FOK, MAN YIU LEE, YEE WA LAM, CHING HAN SIU, TAK CHEUNG HUI, KWOK FAI WAN, SUM NING CHENG, SUN MAN SHERIFA ALI TUET, CHING HAN YEUNG, CHING CHI YEUNG, SIU SHEUNG SUSANNA WONG, WAI MAN WONG, SUK HING AU, LAI BING ADELA LEE SIN, SHIU WAH BETTY YAO, YVONNE YAO, WAI SHING ARTHUR TO, LAI KWAN SINDY TO, BIG HAR GRACE TAI, KWOK WING CHAN, CHI FUN WONG, SAU LEE SHIRLEY KAM, BING WANG HO, YUK MING TSE, LO YEE LOUISE CHAN, LAI MUI CHAN, KA MEI CHUNG, SAI KEUNG WONG, MAN YUNG CHENG, SUI MAN MARY WONG, LAM CHI WONG, TAI KUN LAM, CHANG CONSTANCE CHUN HSI JEN, SHU TONG JEN, YUK LIN LI, KAM YUK JENNIFER LI, SING WING TSANG, KIT YING JUANITA CHOW, TAK WAH CHAN, FUNG KING AU, WING WAH AU, SUK YEE WONG, WING YEE WONG, KIN LEE KWAN, KIT YEE WONG, CHIN WING WONG, HUNG KAY SHUM, CHI SANG YEUNG, MUI HA CHU, MAN CHI LAI, YUEN BILL MOK, KAR WAI LEE, PUI LEE LEE, KAM YIN CHAN, KAM SHING CHENG, LAI NGAN LEE, PO KING ELAINE CHAN, WUN CHEN, GRACE AU-YEUNG, CHEONG MING SHUM, SHU PUI LAM, WING HONG TAM, SUK YEE EILEEN CHAN, LI KA HONG, MUI TAI IVY SUM, KAM HUNG LO, KIN TAT SHUM, KA YAN LEE, PO SIU ELLEN SIU, PAK MING SIU, KWOK KEI AU, LAI HING WONG, KIT FOON LAM, SING YEUNG, LAI MING LIZA PUN, WAI KA CHIU, YUEN YEE LEE, SIU CHING LAI, KA HONG LI, PUI KUEN MAK, CHI MAN FOK

Plaintiffs

- and -

AMIGA INVESTMENT AND PROPERTY MANAGEMENT INC.
and RICHARD WONG

Defendants

BEFORE *THE HONOURABLE MR.*
JUSTICE *JOHN D. ROOKE*
IN CHAMBERS

) AT THE COURT HOUSE, IN THE CITY OF
) CALGARY, IN THE PROVINCE OF ALBERTA,
) ON MONDAY, THE 21ST DAY OF NOVEMBER,
) 1994.
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ORDER

UPON THE APPLICATION of the Plaintiffs; AND UPON being referred to the Statement of Claim herein; AND UPON reading the Affidavits of Ming Kai Ng and Vincent Emms, filed; AND UPON hearing counsel for the Plaintiffs; AND UPON the Court being of the opinion that exceptional circumstances are present allowing this application to be made without notice to the Defendants; AND UPON being advised of the consent of KPMG Peat Marwick Thorne Inc. to act in this matter; AND UPON the Plaintiffs undertaking:

- (a) to abide by any Order that this Court may make as to damages if it shall hereafter appear that the Defendants or others have sustained any damages resulting from the granting of this Order, which the Plaintiffs ought to pay;
- (b) that any documents obtained as a result of this Order shall be retained in safe custody by KPMG Peat Marwick Thorne Inc. ("KPMG");
- (c) not to use any documents or information obtained as a result of the execution of this Order except for the purposes of civil proceedings related hereto without leave of this Honourable Court;
- (d) that the Plaintiffs' solicitor will forthwith serve this Order upon the Defendant, Amiga Investment and Property Management Inc. ("Amiga"), and the Defendant, Richard Wong, at the registered office of Amiga and also a copy of the Order will be forwarded to Harold Vickers, who has acted as solicitors for Amiga.



THIS COURT DOES HEREBY ORDER THAT:

Appointment of Receiver and Manager

1. KPMG Peat Marwick Thorne Inc. (hereinafter called the "Receiver and Manager") be and is hereby appointed as Receiver of all of the rentals due and accruing due now or hereinafter from the lands and premises described as

CONDOMINIUM PLAN 9010203
UNIT NOS.

1, 8, 11, 15, 17, 18, 20, 21, 22, 24, 25, 26, 29, 30, 31, 34, 35, 36,
38, 39, 43, 44, 45, 46, 47, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60,
62, 63, 64, 65, 66, 69, 70, 76, 77, 79, 80, 81, 82, 83, 84, 87, 88,
90, 92, 93, 94, 95, 97, 99, 100, 103, 104, 110, 111, 117, 121, 122,
123, 127, 130, 131, 132, 133, 134, 136, 138, 140, 143, 144, 145,
146, 147, 149, 150, 151, 152, 153, 154, 155, 165

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter referred to as the "Plaintiffs' Lands")

and appointed as Manager of the undertaking property and assets situated upon or relating to the Plaintiffs' Lands.

2. The Receiver and Manager shall have all such powers as this Court may from time to time deem expedient, or as are inherent in the office, and without the generality of the foregoing, shall have the power from time to time:

- (a) to manage, administer, maintain and operate the Plaintiffs' Lands;
- (b) to lease and relet the Plaintiffs' Lands, or any part thereof and to renegotiate the leases thereof, as it may in its discretion deem advisable;

- (c) to terminate leases or obtain possession, or both, with respect to the Plaintiffs' Lands, or any part thereof;
- (d) to collect the rents, profits and other receipts arising from the Plaintiffs' Lands, or any part thereof;
- (e) to distrain and pursue other remedies available at law or in equity for rent in arrears in the same manner and with the same right of recovery as a landlord;
- (f) from time to time to borrow monies for the purposes of carrying out duties and powers hereunder, provided that no more than \$10,000.00 in the aggregate shall be borrowed without further leave of this Court, and to repay and again borrow monies within the aforesaid limits;
- (g) to effect repairs and to make improvements needed to render the Plaintiffs' Lands rentable and to pay for the cost of same;
- (h) to collect and administer damage deposits and other security deposits;
- (i) such other powers as may be just and necessary by this Court from time to time;

3. The Receiver and Manager shall be at liberty to employ such agents and assistants, including the appointment of solicitors, as it may consider necessary for the purposes of preserving the property and assets on the Plaintiffs' Lands, carrying on the business and undertaking related to the Plaintiffs' Lands, and exercising any of the powers granted hereunder.



4. The Defendant, Amiga, shall at once deliver over to the Receiver and Manager, all of the books, documents and papers of every kind, and all damage or security deposits received from or in respect of the Plaintiffs' Lands, all post-dated cheques and any and all rent and other payments which may hereafter fall due from the tenants in respect of the Plaintiffs' Lands, which the Defendant, Amiga, has or will have in its power or possession, related to the business and undertaking on the Plaintiffs' Lands.

5. The Receiver and Manager shall pay the proceeds of any rents, profits and other monies collected or received by it as follows:

- (a) first, towards fees and disbursements allowed to the Receiver and Manager as and by way of remuneration for services as Receiver and Manager, including any disbursements for normal operating expenses and utilities;
- (b) second, towards costs and expenses associated with the ongoing management of the Plaintiffs' Lands;
- (c) third, to repay any monies borrowed by the Receiver and Manager as permitted hereby;
- (d) fourth, in payment of taxes accruing due on the Plaintiffs' Lands; and
- (e) fifth, any surplus to be paid ~~to the Plaintiffs.~~ ^{QR ✓} ~~into court to the~~ ^{QR} ~~credit of this Action.~~ ^{QR}

6. Prior to discharge, the Receiver and Manager shall have its accounts approved by the Court.

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7. The Receiver and Manager shall not be required to furnish any security or bond for the due performance of its duties.

8. A true copy of this Order shall be served upon the person appointed or employed currently by the Defendant, Amiga, to collect the rents and other payments from the Plaintiffs' Lands, or alternatively, upon the tenants presently or in future occupying the units on the Plaintiffs' Lands, which service may be effected by personally serving the said employee, or alternatively, any adult apparently living in the units in question or by leaving a true copy of this Order at the units in question, as the case may be.

9. Forthwith upon service of a true copy of this Order as aforesaid, any and all rental payments which may then be due or may thereafter fall due from time to time relating to the Plaintiffs' Lands, or any part thereof, shall be paid to the Receiver and Manager, and that payment of the rentals to the Receiver and Manager as aforesaid shall be deemed, as to those rentals received, to be an effective payment of such rentals to the landlord.

10. The Receiver and Manager may from time to time apply to this Honourable Court for direction and guidance in the discharge of its duties as Receiver and Manager.

Delivery Up of Documents

11. The Defendants, which shall include the Defendants' employees, officers, servants, agents, representatives or assigns, upon being served with a copy of this Order, do forthwith permit entry to the premises specifically set out below for the search, detention and retention of documents and things as hereinafter specifically set out. The premises to which the Defendants are to permit entry in accordance with

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the Order are 74, 4810 - 40th Avenue S.W., Calgary, Alberta T3E 1E5, including any storage space associated with those premises.

12. Entry to the premises may be conducted on any business day between the hours of 9:00 a.m and 5:00 p.m.

13. The Defendants shall grant entry to each of the following persons (referred to hereinafter as the "authorized persons") in respect of the search referred to above:

- (a) Up to two employees, associates or partners of KPMG Peat Marwick Thorne Inc. for the purposes of searching for and identifying documents and things;
- (b) One solicitor who is an associate or partner of the law firm of Parlee McLaws, solicitors for the Plaintiffs; and
- (c) If required, a representative of the Office of the Sheriff of the Judicial District of Calgary.

14. At the time of entry to the premises, the Defendants shall grant access to the authorized persons (and shall operate any computer) for the purposes of searching and removing into custody of KPMG the following things:

- (a) any books, documents, papers and records or things of the Defendants or copies of books, documents, papers and records or things of the Defendants related to the management of Gladstone Park by Amiga and Richard Wong, including any documents, papers or records related to any payments by Amiga to Richard Wong, or people related to or associated with Richard Wong.



15. The Defendants shall disclose to the Plaintiffs' authorized person the whereabouts of any of the Plaintiffs' documents or copies thereof not in the Defendants' possession or control nor on the premises identified herein.

16. KPMG on behalf of the Plaintiffs, is to maintain the possession of and the integrity of the books, documents, papers and records of any kind as is obtained by them in accordance with the terms of this Order, with KPMG Peat Marwick Thorne Inc. being allowed to conduct such inspections, perform such analysis and review of the books, documents, papers and records as may be required by the Plaintiffs.

17. The Defendants are hereby enjoined and restrained from parting with possession, custody or control of any of the documents or papers referred to herein or hiding, defacing or destroying any documents or things as referred to herein;

Order Freezing Assets

18. The Defendants shall preserve the undertaking, property and assets of Amiga and Wong and not sell off, or encumber or otherwise dissipate such undertaking, property and assets until further order of this Honourable Court.

19. The Bank of Montreal is hereby directed to preserve and not release any funds held on deposit for the Defendants, Amiga or Wong, and the Bank of Montreal is specifically directed to preserve and not release or disburse any funds from account nos. 2970-1025-061, 2790-8012-810 and 2790-1024-229 without the prior approval by Order of this Honourable Court.

20. The Canadian Imperial Bank of Commerce is hereby directed to preserve and not release any funds held on deposit for the Defendant, Wong, without the prior approval by Order of this Honourable Court.



Other Matters

21. The following parties are hereby directed to maintain the possession of and integrity of the books, documents, papers and records of every kind of Amiga and Wong, and not to release such records to Amiga or Wong without prior approval of this Court:

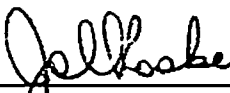
- (a) Rahal Chugh and Warren, accountants for Amiga and Wong;
- (b) Harold Vickers, Vickers & Associates, Solicitors for Amiga and Wong;
- (c) Cook Duke and Cox, Solicitors Wong.

22. The Plaintiffs shall be entitled to file a certificate of lis pendens against the property formerly owned by Richard Wong located at:

PLAN 8810001
BLOCK 16
LOT 101
EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally described as 63 Edenstone View N.W., Calgary, Alberta.

23. The Defendants, or any party affected by this Order are at liberty to apply to this Court to discharge or vary this Order upon giving one day's notice to the Plaintiffs' solicitors.



J.C.Q.B.A.

ENTERED this 21st day of
November, 1994.

JAMES McLAUCHLIN

Clerk of the Court

Action No. 9401-15941

IN THE COURT OF QUEEN'S BENCH
OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

CHUN HUNG LAWRENCE HO, KWONG YUN CHEE CHAN, TING CHING CHAN, PING LEUNG LAU, SHUI HAN GRACE WONG, CHUI YAN KO, MING LEUNG FONG, CHUN KWOK WILLIAM LEE, LING SAN YEUNG, FOOK KWONG CHAI, YET YUONG CHAI, LO YEE LOUISE CHAN, SHU HAN CHRISTINE TSE, SYLVIA TAK WING TANG, YUN MAN FUNG, HOR YUNG WONG, YUEN MAN MARINA CHAN, MUN YIN GRACE NG, MING KAI NG, YUK CHING TSE, LAM SHUN YING CHAN, SHUI KEE CHAN, KAM WAH STEWART YAO, STEPHEN YAO, KA YI CHEUNG, CHUN LAN WEN, YEUN PING TAM, MEI LING MILLIE CHUN, WAI MING LEUNG, MAN LAI NG, KWOK WAI CHU, LAI KAM HELEN FOK, MAN YIU LEE, YEE WA LAM, CHING HAN SIU, TAK CHEUNG HUI, KWOK FAI WAN, SUM NING CHENG, SUN MAN SHERIFA ALI TUET, CHING HAN YEUNG, CHING CHI YEUNG, SIU SHEUNG SUSANNA WONG, WAI MAN WONG, SUK HING AU, LAI BING ADELA LEE SIN, SHIU WAH BETTY YAO, YVONNE YAO, WAI SHING ARTHUR TO, LAI KWAN SINDY TO, BIG HAR GRACE TAI, KWOK WING CHAN, CHI FUN WONG, SAU LEESHIRLEY KAM, BING WANG HO, YUK MING TSE, LO YEE LOUISE CHAN, LAI MUI CHAN, KA MEI CHUNG, SAI KEUNG WONG, MAN YUNG CHENG, SUI MAN MARY WONG, LAM CHI WONG, TAI KUN LAM, CHANG CONSTANCE CHUN HSI JEN, SHU TONG JEN, YUK LIN LI, KAM YUK JENNIFER LI, SING WING TSANG, KIT YING JUANITA CHOW, TAK WAH CHAN, FUNG KING AU, WING WAH AU, SUK YEE WONG, WING YEE WONG, KIN LEE KWAN, KIT YEE WONG, CHIN WING WONG, HUNG KAY SHUM, CHI SANG YEUNG, MUI HA CHU, MAN CHI LAI, YUEN BILL MOK, KAR WAI LEE, PUI LEE LEE, KAM YIN CHAN, KAM SHING CHENG, LAI NGAN LEE, PO KING ELAINE CHAN, WUN CHEN, GRACE AU-YEUNG, CHEONG MING SHUM, SHU PUI LAM, WING HONG TAM, SUK YEE EILEEN CHAN, LI KA HONG, MUI TAI IVY SUM, KAM HUNG LO, KIN TAT SHUM, KA YAN LEE, PO SIU ELLEN SIU, PAK MING SIU, KWOK KEI AU, LAI HING WONG, KIT FOON LAM, SING YEUNG, LAI MING LIZA PUN, WAI KA CHIU, YUEN YEE LEE, SIU CHING LAI, KA HONG LI, PUI KUEN MAK, CHI MAN FOK

Plaintiffs

- and -

AMIGA INVESTMENT AND PROPERTY MANAGEMENT INC. and RICHARD WONG

Defendants

ORDER

PARLEE McLAWS
BARRISTERS & SOLICITORS
3400 WESTERN CANADIAN PLACE
707 - 8th AVENUE, S.W.
CALGARY, ALBERTA
T2P 1H5

Gregory D. M. Stirling/294-7033
FILE NO. 49884-1/GDS

CLERK OF THE COURT

NOV 21 1994

CALGARY, ALBERTA